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Petitioner In Pro Per

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

GARY WESLEY,

Petitioner,

Case No. **16CV299369**

vs.

LORRIE BREWER,
CITY CLERK,
CITY OF MOUNTAIN VIEW,

Respondent.

PETITION FOR WRIT
MANDATE REGARDING
MEASURE W ON THE
MOUNTAIN VIEW BALLOT
(CCP Section 526a and Elections
Code Section 9295 as incorporated
into the Mountain View City Charter)

PATRICIA SHOWALTER,
MICHAEL KASPERZAK,
CHRIS CLARK . JOHN INKS,
JOHN MCALISTER and
KEN ROSENBERG,

LENNY SIEGEL, BOB MORAN,
MICHAEL R. FRECHETTI,
DANIEL DEBOLT and
MEYGAN FRALEY.

Real Parties in Interest.

ENDORSED

2016 AUG 30 P 2:55

County of Santa Clara, California
By **J. CAO-NGUYEN**

INTRODUCTION

Pursuant to **California Code of Civil Procedure 526a**, a "*citizen resident*" of Mountain View is seeking a writ of mandate removing from the November 8, 2016 ballot in Mountain View a measure (W) proposed by the City Council on the basis that, under the City Charter, the City Council has no authority to place an ordinance on the ballot for adoption (not proposed through the initiative process).

In the event Measure W is removed from the ballot, this petition seeks a writ of mandate pursuant to **California Elections Code Section 9295** (as incorporated into the Mountain View City Charter by its section 1302) to amend ballot arguments concerning another measure on the ballot (Measure V) insofar as those arguments refer to Measure W.

In the event Measure W is NOT removed from the ballot, this petition seeks the deletion (or amendment) of false and/or misleading statements in ballot arguments concerning each of the measures.

More specifically, the rebuttal to the argument in favor of Measure V claims FALSELY that Measure W is a "*renter's initiative*" and a "*renters initiative*," and the rebuttal to the argument against Measure W makes the same false and/or misleading claim and contains other statements that are false and/or misleading. The portions of the arguments to be amended are highlighted in EXHIBIT 1 (ballot materials for Measure V) and EXHIBIT 2 (ballot materials for Measure W).

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1 **GENERAL ALLEGATIONS**

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3 6. At a City Council meeting on August 9, 2016, the Mountain View City
4 Council voted to place on the city ballot November 8, 2016 a city charter
5 amendment proposed through the initiative process, and four councilmembers
6 (Patricia Showater, Chris Clark, Michael Kasperzak and John McAlister) also
7 voted to place on the same ballot an **ordinance** proposed by them
8

9 7. The initiative charter amendment concerns rent control and “just cause” for
10 eviction. It has been designated Measure V. The City Council’s proposed
11 ordinance also concerns rents and evictions. It provides for binding arbitration of
12 some rent increases and has been designated Measure W.
13
14

15 8. Before and at the August 9, 2016 City Council meeting referenced above,
16 Petitioner Gary Wesley questioned whether the City Council had the legal
17 authority to place the proposed ordinance on the ballot for adoption by voters..
18 No such authority had been cited in the staff report for the meeting, and no
19 authority was publicly cited at the meeting.
20
21

22 9. On August 10, 2016, Petitioner submitted online to the City of Mountain
23 View a request for *“access to and a copy of one page which identifies the charter*
24 *and/or code section(s) that authorized the City Council to place on the November*
25 *2016 ballot the proposed binding arbitration ordinance.”*
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10. Later on August 10, 2016, Petitioner received an email response from the City of Mountain View that “(a)ttached are the statutes regarding the charter and/or code section(s) per your request.”

11. Still on August 12, 2016, Petitioner responded to the City with an email which reads: *"Thanks for the response but the section of the Mountain View City Charter provided only incorporate by reference the state Elections Code procedures for initiatives and referenda - not for elections more generally. Section 9222 of the state Elections Code is written for general law (non-charter) cities and does not apply to Mountain View. Does the City have any other authority to cite?"*

12. Later, on August 12, the City Attorney, Jannie Quinn, responded to the email as follows: “ *City Charter Sections 1302 and 1303 specifically state the California Elections Code applies to elections, initiatives and referendum in the City of Mountain View unless the Elections Code conflicts with the Charter. In adopting the Charter, the City of Mountain View did not include any provisions that conflict with the Elections Code or limit the City's ability to place an ordinance on the ballot. There is no conflict. Therefore, Elections Code Section 9222 applies and authorizes the City Council to submit an ordinance to the voters.*”

1 13. Still on August 12, Petitioner responded: *"Thanks for citing another*
2 *section of the City Charter (1302) as authority for employing Section 9222 of the*
3 *state Elections Code otherwise applicably only to general law cities; however,*
4 *Section 1302 of the City Charter concerns the procedures for conducting elections*
5 *and not the authority of the City Council to defer to voters to enact an ordinance.*
6 *There still appears to be no such authority except as to an ordinance proposed by*
7 *initiative petition."*
8
9

10 14. The email from Petitioner continued: *"Allow me to raise another issue with*
11 *you. You had the City Council adopt different 10-day inspection periods for*
12 *different parts of the election materials concerning the two measures. Opening*
13 *ballot arguments for and against each measure are due next Monday, August 15.*
14 *Other materials are due by August 22. You had the Council action assert that the*
15 *inspection period begins right away for opening arguments even though materials*
16 *are not due until August 22. What authority is there for these different 10-day*
17 *inspection periods?"* No response to this final August 12 email was ever received.
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21 15. Because the opening ballot argument (filed on August 15) against
22 Measure V is being challenged by this petition, the Court will need to determine
23 whether the City may establish and use two different 10-day inspection periods for
24 ballot materials. Petitioner contends that there can be only one 10-day period for
25 inspecting and suing over the election materials (starting when they are all
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1 made available for public inspection and the initiative of a lawsuit over any such
2 materials (under **Elections Code Section 9295** adopted by as an election
3 procedure by **Section 1302 of the Mountain View City Charter**).
4

5 16. **California Elections Code Section 9295** allows a party-plaintiff to seek
6 either a "*peremptory writ of mandate or an injunction.*" While this is a petition
7 for the remedy of a writ of mandate, Petitioner seeks, in the alternative, an
8 injunction and, under this cause of action, a "*judgment*" against the City Clerk
9 under **Code of Civil Procedure Section 526a** "*restraining and preventing any*
10 *illegal expenditure of (or) waste of*" public funds in proceeding with an election
11 on Measure W.
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14 17. Attached as **EXHIBIT 1** is a copy of the ballot materials on Measure V
15 consisting of the "impartial analysis" followed by the 4 ballot arguments with
16 signature pages.
17

18 18. Attached as **EXHIBIT 2** is a copy of the ballot materials on Measure W
19 consisting of the "impartial analysis" followed by the 4 ballot arguments with
20 signatures pages.
21

22 19. The ballot argument against Measure W, submitted by Petitioner (part of
23 **EXHIBIT 2**) contends, among other things, that Measure W was placed on the
24 ballot in response to the initiative charter amendment (Measure V), by "*the*
25 *landlord-endorsed City Council majority*" and that "*(t)he effect of this additional*
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1 *measure could be to split the votes in support of holding down some residential*
2 *rents and cause the defeat of the initiative.” The ballot argument further avers that*
3 *“there is a legal issue about whether the City Council even had the authority to*
4 *place this proposed ordinance on the ballot. If not legally authorized, passage of*
5 *this measure would NOT result in its enactment into law.”*

7
8 20. Petitioner’s own opening argument against Measure W is not challenged
9 by this petition. If Measure W is removed from the ballot, there will be no ballot
10 arguments on Measure W at all. The opening argument against Measure W is
11 presented partly to show the context in which three members of the City Council
12 presented a rebuttal which is challenged by this petition (in the second cause of
13 action).
14
15

16 21. The opening argument against Measure W is also presented because it
17 correctly identifies what is at stake for voters on November 8 and why it is
18 contended that removal of Measure W from the ballot is justified pursuant to
19 California Supreme Court precedent (under the first cause of action).
20

21 22. The opening argument against Measure W correctly states that every
22 member (of the 7-member) Mountain View City Council (except Lenny Siegel)
23 was endorsed as a candidate by a landlord-advocacy group (the Mountain View
24 “Housing Council” and/or the “Tri-County Apartment Association”)
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1 23. All 7 members of the Mountain View City Council live in their own
2 homes; none is a residential renter.

3
4 24. Attached as **EXHIBIT 3** is the text of Measure W.

5 25. Also bearing on both causes of action is the first half of the rebuttal to the
6 argument against Measure W signed by Councilmembers Showalter, Kasperzak
7 and Clark, where they claim:
8

9 *Measure W's lone opponent suggests there is 'a legal issue' about whether the*
10 *City Council can place an ordinance on the ballot. It is clearly legal for the*
11 *City Council to put Measure W on the ballot. The following official legal*
12 *guidance was provided to the City Council after a member of the public raised*
a question:

13 *Per the Mountain View City Charter, Mountain View follows the Elections*
14 *Code for the State of California. Elections Code Section 9200 authorizes any*
15 *incorporated city to enact an ordinance in accordance with the Elections Code*
16 *and Section 9222 of the Elections Code specifically authorizes the legislative*
17 *body of a city which is the Mountain View City Council-to submit the*
enactment of an ordinance to the voters.

18 26. Petitioner made an online request of the City of Mountain View for any
19 public record (other than the ballot argument itself) which contains any such
20 advice. No response to the request has been received.
21

22 **FIRST CAUSE OF ACTION - AGAINST LORRIE BREWER, CITY CLERK -**
23 **TO REMOVE MEASURE W FROM THE NOVEMBER 8 BALLOT**

24 27. The averments in paragraphs 1-26 are incorporated into this cause of action.
25

26 28. Petitioner notes that state Elections Code Section 9247 provides in part:
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28

1 *Article 1 (commencing with Section 9200) and this article do not apply to cities*
2 *having a charter adopted under Section 2 of Article XI of the California*
3 *Constitution , and having in their charters any provision for the direct*
4 *initiation of ordinances by voters...*

5 29. The City of Mountain View has had a city charter adopted under Section 2
6 of Article XI of the California Constitution for decades including the following
7 provision for the direct initiation of ordinances by voters in Section 1303 of the
8 City Charter titled "The Initiative and Referendum":

9 *Except as otherwise provided by ordinances hereinafter enacted, the provisions*
10 *of the Elections Code of the State of California, as the same now exists or may*
11 *hereafter be amended, governing the initiative and referendum shall apply to*
12 *the use thereof in the city insofar as the same are not in conflict with this*
13 *Charter.*

14 30. No ordinance enacted in Mountain View concerns the initiative or
15 referendum.

16 31. Petitioner contends: **Section 1303 of the Mountain View City Charter**
17 does provide for the direct initiation of ordinances by voters - but not the initiation
18 of ordinances by the City Council to be enacted by voters. **Section 1303** provides
19 for the initiative process by incorporating into the Charter that portion of the
20 state Elections Code that provides for voter initiatives. Section 9222 of the state
21 Elections Code does not provide for voter initiatives. Rather, it provides for
22 city councils in general law cities to propose ordinances to the adopted by voters,
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24 32. Petitioner further contends: The initiative process that must be and is
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1 recognized in Mountain View law is primarily contained in Article II, section 8 of
2 the California Constitution, which begins with a definition: "*(a) The initiative is*
3 *the power of the electors to propose statutes and amendments to the Constitution*
4 *and to adopt or reject them.*" Note too that Article XI, Section 3 of the California
5 Constitution does authorize a city council to place on the ballot proposed
6 amendments to a city charter - but not an ordinance.
7

8
9 32. Petitioner further contends that **Section 516 of the Mountain View City**
10 **Charter** provides that "*(n)o ordinance or resolution shall be passed or become*
11 *effective without receiving the affirmative votes of at least four members of the*
12 *council*" and no ordinance may be enacted by voters themselves except through
13 the initiative process as defined in the California Constitution as including BOTH
14 the initiation of a proposed law by voter petition and then adoption by voters.
15

16
17 33. The only portion of the Mountain View City Charter cited by the City
18 Attorney as somehow adopting section 9222 of the state Elections Code is
19 **Section 1302 of the Mountain View City Charter** which is entitled "***Procedure***
20 ***for holding elections***" and provides fully:
21

22
23 *Except as hereinafter provided, all elections shall be held in accordance with*
24 *the provisions of the Elections Code of the State of California, as the same now*
25 *exist or may hereafter be amended, for the holding of elections in general law*
26 *cities, insofar as the same are not in conflict with this Charter. In all*
27 *municipal elections, the city council may appoint a canvassing board, which*
28 *shall meet on the morning of the first Tuesday following the election and*
canvass the returns and certify the results thereof to the city council.

1 34. Petitioner contends that nothing in Section 1302's adoption of state
2 procedures for holding elections authorizes the City Council to place its own
3 proposed an ordinance on the ballot for enactment by voters.
4

5 35. Petitioner contends that leaving Measure W on the November ballot when
6 it could not lawfully be adopted by voters and become law would undermine the
7 election process to which the real voter initiative (Measure V) is entitled and
8 would defraud and confuse voters.
9

10 SECOND CAUSE OF ACTION - AGAINST LORRIE BREWER, CITY CLERK
11 DELETION OR AMENDMENT OF FALSE AND/OR MISLEADING
12 STATEMENTS IN BALLOT ARGUMENTS ON MEASURES V AND W

13 36. The averments in paragraphs 1-35 are incorporated into this cause of action.

14 37. If Measure W is removed from the ballot, Petitioner contends that
15 references to Measure W should be removed from the ballot arguments on the real
16 initiative measure (V). This petition broadly seeks the deletion and/or amendment
17 of those portions of the rebuttals so that they are not false or misleading in view of
18 the removal of Measure W from the ballot.
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21 38. Measure W is referenced in 3 of the 4 arguments on Measure V. In
22 the event Measure W is ordered removed from the ballot, Petitioner proposes
23 that the Court order deletion of those portions of the argument unless a better
24 resolution is presented and agreed upon by the parties or ordered by the Court.
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27 39. The ARGUMENT AGAINST MEASURE V refers to Measure W in the
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1 last sentence in its first paragraph, the entire second paragraph, the last sentence in
2 the third paragraph, the second sentence in the fourth paragraph, the entire fifth
3 paragraph, the entire sixth paragraph and the entire seventh (last) paragraph.
4

5 40. The REBUTTAL TO THE ARGUMENT IN FAVOR OF MEASURE V
6 refers to Measure W in the second, third and fourth sentences in the first
7 paragraph, in the fourth sentence in paragraph two, in the third and fourth
8 sentences in paragraph four, and in the entire fifth (last) paragraph.
9

10 41. The REBUTTAL TO THE ARGUMENT AGAINST MEASURE V refers
11 to Measure W in the second sentence in the first paragraph, the second sentence in
12 the third paragraph, the second sentence in the fourth paragraph, the second
13 sentence in the fifth paragraph, the second sentence in the sixth paragraph, and the
14 second sentence in the seventh paragraph,
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17 42. If Measure W is not removed from the ballot, Petitioner seeks an
18 order deleting the following false and/or misleading statements in the REBUTTAL
19 TO THE ARGUMENT AGAINST MEASURE W: the first two paragraphs insofar
20 as it appears from the evidence that no such "legal guidance" was given, and the
21 portion of the second half of the argument darkened below:
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25 *Measure W's opponent also suggested it fails to protect tenants from being evicted*
26 *simply to raise rents. In fact, Measure W explicitly addresses this issue by*
27 *including Just-Cause-Eviction provisions based on and very similar to those in*
28 *Measure V. Measure W prohibits evicting someone without good reason like*

1 *failure to pay rent or criminal behavior and contains anti-retaliation protection.*

2 *The City Council even went a step further than Measure V by adding a financial*
3 *disincentive for evicting someone for the sole purpose of raising the rent by*
4 *requiring the payment of significant relocation assistance.*

5 *Measure W is the smarter renters' initiative.*

6
7 *Vote for Measure W.*

8 43. As the "impartial analysis" on Measure W notes, "*if a landlord complies*
9 *with the City's Tenant Relocation Assistance Ordinance, just cause would not be*
10 *required for a landlord to terminate a tenancy*" (page 1, last sentence).

12 44. The "anti-retaliation protection" in Measure W (Section 43.30) only
13 applies to actions taken in retaliation for the actual exercise of tenants rights under
14 the ordinance which does not provide any right to NOT have a tenancy terminated
15 - whether by the expiration of a fixed term, the failure of the landlord to renew or
16 the issuance of a notice of termination. The provision does not outlaw
17 terminations designed to secure new tenants at market rates.

20 45. While it is true that Measure V does not provide for relocation assistance,
21 Petitioner contends that the claim in the ballot argument that the City Council
22 "*went a step further than Measure V by adding a financial disincentive for*
23 *evicting someone for the sole purpose of raising the rent by requiring the payment*
24 *of significant relocation assistance*" is grossly misleading because, in fact, the
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1 provision for some possible relocation assistance in the proposed order would only
2 apply when a landlord seeks to end a tenancy without any "just cause."

3 46. Finally, Petitioner contends that the claim in the REBUTTAL TO THE
4 ARGUMENT IN FAVOR OF MEASURE V (first paragraph, second sentence,
5 and last sentence) and in the REBUTTAL TO THE ARGUMENT AGAINST
6 MEASURE W (second to last paragraph) that Measure W is a "*renter(s)*
7 *initiative*" is false and/or misleading because Measure W is neither an initiative
8 nor was it placed on the ballot by any renter(s). The entire sentences involved
9 should be ordered deleted (unless some other resolution is agreed upon by the
10 parties and/or ordered by the Court).

11 47. Petitioner alleges that there is sufficient time for the Court to order the
12 correction of the ballot arguments without interfering with the printing of the
13 ballot materials.

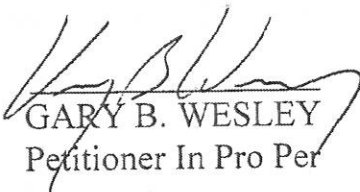
14 48. Petitioner further contends that this petition is brought to enforce an
15 important public right or rights, and notice is given that he may seek an award of
16 attorneys fees under **California Code of Civil Procedure Section 1021.5** in the
17 event he engages any other attorney(s) to represent him in this case.

18 WHEREFORE, Petitioner seeks (1) a peremptory writ of mandate directing the
19 elections official for the City of Mountain View to remove Measure W from the
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1 ballot and/or delete and/or amend ballot arguments as sought, and (2) such other
2 relief as the Court deems just.

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4 Date: August 29, 2016.

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GARY B. WESLEY
Petitioner In Pro Per

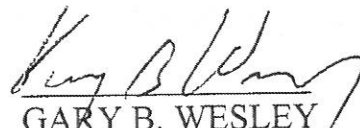
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8 **VERIFICATION**

9 I have read the foregoing Petition and knows its factual averments to be true of
10 my own knowledge except insofar as any of them is stated on information and
11 belief and, as to each such statement, I believe it is true.

12
13 I declare under penalty of perjury that the foregoing is true and correct.

14 Executed on August 29, 2016 in Santa Clara County, California.

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GARY B. WESLEY
18 Petitioner In Pro Per
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**EXHIBIT 1 - BALLOT MATERIALS
POSTED BY CITY CLERK RE: MEASURE V**

RECEIVED

AUG 22 2016

Impartial Analysis for Measure V

CITY CLERK

This measure is a charter amendment that would limit the amount that landlords could increase the rent, and prohibit landlords from evicting a tenant except for specified reasons.

The City of Mountain View does not currently regulate the amount of rent that a landlord may charge.

Under the measure, a landlord could not raise the rent in any year more than the percentage increase in the Consumer Price Index, and the annual increase could not be less than 2% or more than 5%. A landlord could "bank" rent increases. This means that if a landlord does not increase rent as much as legally permitted in a particular year, the landlord could accumulate and impose unimplemented rent increases, provided the rent increase in any 12-month period does not exceed 10%.

Single family homes, condominiums, companion units, duplexes, and certain other housing units would be exempt. Rental units with a certificate of occupancy after February 1, 1995, and certain affordable housing units, would be exempt from rent regulation but would be subject to just cause eviction provisions.

A landlord who failed to comply with the measure's provisions, maintain rental units or make repairs could not increase rents.

The City Council would appoint a five member rental housing committee ("Committee"). Only two members could own or manage rental property, or be a realtor or developer. The Committee would set the base rent; establish regulations; determine allowable annual rent adjustment; establish the amount of penalties and go to court to enforce the measure. The Committee would exercise its powers and duties independent from the City Council, City Manager and City Attorney, except by request.

Landlords and tenants could petition the Committee to adjust rent. For rent increases, a landlord would be required to show that increases are necessary to provide a fair rate of return on the landlord's investment. The Committee could not consider cost of debt service, penalties for violations, income taxes, or the cost of capital improvements unless they were necessary to bring the property into compliance with law. Rent could be decreased when a landlord fails to maintain units as liveable, decreases housing services or maintenance, or charges unlawful rents. Either party could sue to have a court could review the Committee's decisions.

Landlords could only evict tenants for just cause, which would include failure to pay rent; breach of lease; nuisance; criminal activity; failure to grant a landlord reasonable access; necessary repairs; owner move-in; withdrawal of the unit from the rental market; and demolition. Landlords must pay relocation assistance in certain circumstances. Tenants have the first right of return in some circumstances.

Landlords could not retaliate against tenants for reporting violations, exercising tenant rights or participating in tenant organizations.

If the average annual vacancy rate of rental units covered by the measure exceeds 5%, the Committee could suspend the measure.

The measure was placed on the ballot by an initiative petition signed by the requisite number of voters.

The above statement is an impartial analysis of Measure V. If you desire a copy of the measure, please call the City Clerk's office at 650-903-6304 and a copy will be mailed at no cost to you. Copies are also available in the City Clerk's Office and on the City's website at: www.mountainview.gov

Submitted by:



Krishan Chopra
Senior Assistant City Attorney
City of Mountain View

August 22, 2016

**ARGUMENT****Declaration by Author(s) or Proponent(s)**
(Elections Code §9600)**RECEIVED**

AUG 15 2016

CITY CLERK

"The undersigned author(s) of the:

- ☒ argument in favor of *V*
- ☐ argument against
- ☐ rebuttal to the argument in favor of
- ☐ rebuttal to the argument against

Ballot measure V (letter to be assigned by the Santa Clara County Registrar of Voters on August 12th) at the Consolidated Municipal Election for the City of Mountain View to be held on November 8, 2016, hereby state that such argument is true and correct to the best of her knowledge and belief.

(his/her/their)

ARGUMENT/REBUTTAL FILED BY (check any of the following that apply):






- ☐ **City Council**
Contact Person's **TYPED** Name: _____
Contact Person's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
- ☒ **Bona Fide Association of Citizens or Filers**
Name of Association: Mountain View Tenants Coalition
Principal Officer's **TYPED** Name: JOAN MCDONALD
Principal Officer's Signature: [Signature]
Title: V.P.
Phone: 650 967-4429 Fax: _____
E-Mail: joan.mcdonald@mtviewtenants.org
- ☐ **Individual voter who is eligible to vote on the measure**
TYPED Name: _____
Signature of Voter: _____
Address Where You Live: _____
Phone: _____ Fax: _____
E-Mail: _____

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

- ☒ Argument in Favor of Measure ✓
☐ Argument Against Measure _____
☐ Rebuttal to Argument in Favor of Measure _____
☐ Rebuttal to Argument Against Measure _____

The signatures of the following persons below will be printed as submitted following the argument or rebuttal.

SIGNATURE	TYPE NAME as it will appear in the Voter's Information Pamphlet	TYPE TITLE & NAME OF ASSOCIATION (IF APPLICABLE) as it will appear in the Voter's Information Pamphlet	ARE YOU SIGNING ON BEHALF OF AN ASSOCIATION? Yes or No. If no, and you are signing as an individual voter, please provide address of where you live.	DATE
1. 	Monique Kane Female <input checked="" type="checkbox"/> Male	Landlord, former director of Mountain View's Community Health Awareness Council	No 663 Wildwood Ln. Palo Alto, CA 94303	8/15/16
2. 	Ayindé Rudolph Female <input type="checkbox"/> Male <input checked="" type="checkbox"/>	Superintendent of the Mountain View Whisman School District	Yes	8/15/16
3. 	Lenny Siegel Female <input type="checkbox"/> Male <input checked="" type="checkbox"/>	Homeowner, Mountain View City Council member	No 244 LARTE Mountain View, CA	8/15/16
4. 	Daniel DeBolt Female <input type="checkbox"/> Male <input checked="" type="checkbox"/>	Community Organizer, former Mountain View Voice city government reporter		
5. 	Evan Ortiz Female <input type="checkbox"/> Male <input checked="" type="checkbox"/>	Commissioner, Mountain View Human Relations Commission <i>TITLE FOR IDENTIFICATION ONLY</i>	100 DENARBI LN MOUNTAIN VIEW CA 94043	8/15/16

Macintosh HD Users/Meghan/raley/Desktop/November 8, 2016/Argument Booklet 08-12-16.doc

- 10 -

Signature of [illegible]

RECEIVED


AUG 15 2016

CITY CLERK

WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

- ☒ Argument in Favor of Measure V
- Argument Against Measure
- Rebuttal to Argument in Favor of Measure
- Rebuttal to Argument Against Measure

The signatures of the following persons below will be printed as submitted following the argument or rebuttal.

SIGNATURE	TYPE NAME as it will appear in the Voter's Information Pamphlet	TYPE TITLE & NAME OF ASSOCIATION (IF APPLICABLE) as it will appear in the Voter's Information Pamphlet	ARE YOU SIGNING ON BEHALF OF AN ASSOCIATION? Yes or No. If no, and you are signing as an individual voter, please provide address of where you live.	DATE
1. 	REV. MICHAEL LOVE Female <u> </u> Male <u> X </u>	PASTOR, TRINITY UNITED METHODIST CHURCH MOUNTAIN VIEW	NO 96 PAUL AVE MOUNTAIN VIEW, CA	15 AUG 2016
2.	Female <u> </u> Male <u> </u>			
3.	Female <u> </u> Male <u> </u>			
4.	Female <u> </u> Male <u> </u>			
5.	Female <u> </u> Male <u> </u>			

RECEIVED

AUG 15 2016

CITY CLERK

Signature pg 2

ARGUMENT IN FAVOR OF MEASURE V

Vote YES on Measure V to protect Mountain View from the biggest threat facing our community: skyrocketing rents. Hard working families are losing their homes. Valued teachers, nurses, and tech employees are leaving Mountain View as rents become unaffordable. To landlords who keep rents reasonable, thank you! Vote YES on Measure V to stop opportunistic rent increases and unwarranted evictions by others. Measure V makes housing costs predictable and stable, freeing seniors and others from constant fear of losing their homes. Rents have skyrocketed 54% since 2012. Wages have not kept pace, putting profound stress on our community. As we lose beloved family and community members, we lose Mountain View's quality of life. Vote YES on Measure V to protect over 14,000 renting households, while being fair to landlords:

- Allows rents to be raised 25% annually, depending on the rate of inflation (typically 23%)
 - Allows larger rent increases for increased maintenance costs or property taxes or if a landlord skips a year;
 - Limits evictions to specific situations (unpaid rent, illegal activity, etc.), preventing evictions just to raise rents;
 - Protects families too frightened to report unsafe conditions for fear of retaliatory evictions;
 - Exempts all units built after February 1, 1995, as well as all singlefamily homes, duplexes, condos and inlaw units, and all new housing (does not discourage growth);
 - Rolls rents back to October 2015 levels;
 - Creates an independent Committee to administer and enforce the law, providing flexibility, accountability and transparency;
 - Allows the creation of similar protections for mobile home residents.
- For many hard working families, Measure V is their last hope to remain a part of our community. Measure V is our chance to protect our community and quality of life. Join teachers, tech employees, nurses, landlords, retirees, homeowners and the Mountain

View Tenants Coalition in voting YES on Measure V.

Vote YES to protect Mountain View's future. Vote YES on Measure V.

Monique Kane

Landlord, former director of Mountain View's CHAC

Ayindé Rudolph

Superintendent of the Mountain View Whisman School District

Lenny Siegel

Homeowner, Mountain View City Council member

Michael Love

Pastor of Mountain View's Trinity United Methodist Church

Evan Ortiz

Mountain View Human Relations Commissioner

RECEIVED

AUG 15

C

1 JULIET M. BRODIE (State Bar Number 248989)
2 STANFORD COMMUNITY LAW CLINIC
3 MILLS LEGAL CLINIC AT STANFORD LAW SCHOOL
4 2117 University Avenue, Suite A
5 East Palo Alto, CA 94303
Tel: (650) 725-9200
Fax: (650) 326-4162

FILED

AUG 19 2016

Deputy Clerk of the Superior Court
County of Santa Clara
By T. CAO NGUYEN

6 Attorneys for Joan MacDonald, Petitioner

7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SANTA CLARA

10 JOAN MACDONALD,

11 Petitioner

12 vs.

13
14 LORRIE BREWER, the City Clerk and
15 Election Official of the City of Mountain
16 View, in her official capacity as Clerk of the
17 City of Mountain View, and DOES I through
V,

18 Respondents.

19 -----
20 MONIQUE KANE, AYINDE RUDOLPH,
21 LENNY SIEGEL, EVAN ORTIZ, THE REV.
MICHAEL LOVE, and DOES VI through X,

22 Real Parties in Interest.

) Case No.:
) 16 CV 29877
) 8

) [PROPOSED] ORDER GRANTING
) PETITION FOR WRIT OF MANDATE

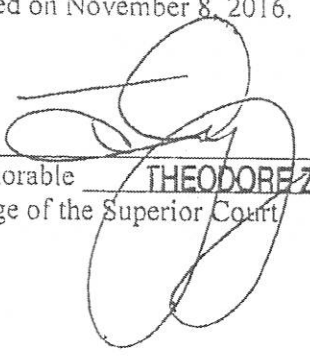
) (Cal. Elections Code §§9295, 13314, and
) 13315; Cal. Code of Civil Procedure §1085)

) Priority over other civil matters required by
) Elections Code § 13314(a)(3)

23 GOOD CAUSE APPEARING from the verified petition for writ of mandate,
24 memorandum of points and authorities and all other evidence on file in this matter, as well as the
25 arguments of counsel, if any, at the hearing held before this court, and based upon all parties'
26 having stipulated to same:
27
28

1 IT IS ORDERED THAT the petition for writ of mandate is GRANTED and that a Writ of
2 Mandate shall issue under the seal of this Court directed to Respondent BREWER, commanding
3 her to accept the amended Argument in Favor of Measure V (contained in Attachment A
4 attached hereto and incorporated by reference), and to transmit same to the Registrar of Voters
5
6 for the County of Santa Clara before September 2, 2016, in time for its inclusion in the ballot
7 pamphlet prepared for the election to be conducted on November 8, 2016.

8
9 Dated: 8/19/16

10 
11 Honorable THEODORE ZAYNER
12 Judge of the Superior Court
13
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ATTACHMENT A

AMENDED ARGUMENT IN FAVOR OF MEASURE V

Vote YES on Measure V to protect Mountain View from the biggest threat facing our community: skyrocketing rents. Hard working families are losing their homes. Valued teachers, nurses, and tech employees are leaving Mountain View as rents become unaffordable.

To landlords who keep rents reasonable, thank you! Vote YES on Measure V to stop opportunistic rent increases and unwarranted evictions by others.

Measure V makes housing costs predictable and stable, freeing seniors and others from constant fear of losing their homes. Rents have skyrocketed 54% since 2012. Wages have not kept pace, putting profound stress on our community. As we lose beloved family and community members, we lose Mountain View's quality of life.

Vote YES on Measure V to protect over 14,000 renting households, while being fair to landlords:

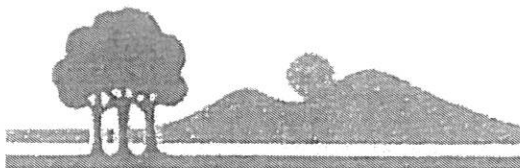
- Allows rents to be raised 2 to 5% annually, depending on the rate of inflation (typically 2 to 3%);
- Allows larger rent increases for increased maintenance costs or property taxes or if a landlord skips a year;
- Limits evictions to specific situations (unpaid rent, illegal activity, etc.), preventing evictions just to raise rents;
- Protects families too frightened to report unsafe conditions for fear of retaliatory evictions;
- Exempts all units built after February 1, 1995, as well as all single-family homes, duplexes, condos and in-law units, and all new housing (does not discourage growth);
- Rolls rents back to October 2015 levels;
- Creates an independent Committee to administer and enforce the law, providing flexibility, accountability and transparency;
- Allows the creation of similar protections for mobile home residents.

For many hard working families, Measure V is their last hope to remain a part of our community. Measure V is our chance to protect our community and quality of life.

Join teachers, tech employees, nurses, landlords, retirees, homeowners and the Mountain View Tenants Coalition in voting YES on Measure V.

Vote YES to protect Mountain View's future. Vote YES on Measure V.

Monique Kane
Landlord, former director of Mountain View's CHAC
Ayindé Rudolph
Superintendent of the Mountain View Whisman School District
Lenny Siegel
Homeowner, Mountain View City Council member
Michael Love
Pastor of Mountain View's Trinity United Methodist Church
Evan Ortiz
Mountain View Human Relations Commissioner (title for identification purposes only)



ARGUMENT

Declaration by Author(s) or Proponent(s)

(Elections Code §9600)

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AUG 15 2016

CITY CLERK

"The undersigned author(s) of the:

- ☐ argument in favor of
- ☒ argument against
- ☐ rebuttal to the argument in favor of
- ☐ rebuttal to the argument against

Ballot measure V (letter to be assigned by the Santa Clara County Registrar of Voters on August 12th) at the Consolidated Municipal Election for the City of Mountain View to be held on November 8, 2016, hereby state that such argument is true and correct to the best of _____ her _____ knowledge and belief.
(his/her/their)

ARGUMENT/REBUTTAL FILED BY (check any of the following that apply):

- ☒ **City Council**
Contact Person's TYPED Name: Pat Showalter
Contact Person's Signature: *Pat Showalter*
Title: Mayor
Phone: 650 526-8676 Fax: NA
E-Mail: patshow4mv@gmail.com
- ☐ **Bona Fide Association of Citizens or Filers**
Name of Association: _____
Principal Officer's TYPED Name: _____
Principal Officer's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
- ☐ **Individual voter who is eligible to vote on the measure**
TYPED Name: _____
Signature of Voter: _____
Address Where You Live: _____
Phone: _____ Fax: _____
E-Mail: _____

Con Argument for Measure V

Because sharply rising rents have created terrible economic and social hardships, two rent stabilization measures are proposed.

Whether you support rent stabilization in Mountain View or not, enacting it by **CHARTER AMENDMENT** such as **Measure V** is a serious mistake. *Errors or unintended consequences* cannot be corrected except on the ballot of a General Election which only happens every 2 years. The ballot costs of each measure are over \$75,000 of taxpayer dollars. Mistakes **CANNOT** be fixed by the City Council you elected.

Measure V sets up a *defacto* independent agency within the City of Mountain View. After the City Council appoints the Rental Housing Committee, they set their own rules and budget without oversight of the City Manager or City Council. This includes hiring staff and setting fees. There isn't even a provision for recalling committee members. This lack of oversight is unacceptable.

The administration costs of **Measure V** will be covered by a per unit fee estimated at over **\$150 per unit**. That estimate is rough, because the amount of staff needed to administer this comprehensive program is still unknown.

The legal cost of **Measure V** is also unknown. Rent control measures are often challenged in court. **If Measure V passes, the City will be forced to defend the law with your tax dollars.** It won't be possible to settle the lawsuit by amending the law because the law cannot be amended without an election. The City may need to defend the law all the way through trial and appeal which could cost millions.

If you favor rent regulation, **Measure W** includes many of the same renter and landlord protections, includes better oversight and can be amended by the City Council. **Measure V** does not include the oversight and flexibility the residents of Mountain View need.

Vote NO on Measure V.

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CITY CLERK

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

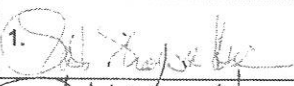
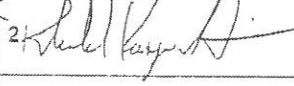

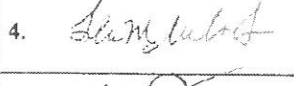

- ☒ Argument in Favor of Measure
☒ Argument Against Measure V
☐ Rebuttal to Argument in Favor of Measure _____
☐ Rebuttal to Argument Against Measure _____

RECEIVED

AUG 15 2016

CITY CLERK

The signatures of the following persons below will be printed as submitted following the argument or rebuttal.

SIGNATURE	TYPE NAME as it will appear in the Voter's Information Pamphlet	TYPE TITLE & NAME OF ASSOCIATION (IF APPLICABLE) as it will appear in the Voter's Information Pamphlet	ARE YOU SIGNING ON BEHALF OF AN ASSOCIATION? Yes or No. If no, and you are signing as an individual voter, please provide address of where you live.	DATE
1. 	Pat Showalter Female <u>X</u> Male _____	Mayor City of Mountain View	Yes	8/14/16
2. 	Michael Kasperzak Female _____ Male <u>X</u>	Former Mayor & City Council Member City of Mountain View	Yes	8/14/16
3. 	Chris Clark Female _____ Male <u>X</u>	Former Mayor & City Council Member City of Mountain View	Yes	8/14/16
4. 	John Inks Female _____ Male <u>X</u>	Former Mayor & City Council Member City of Mountain View	Yes	8/14/16
5. 	KEN ROSENBERG KEN ROSENBERG Female _____ Male <u>X</u>	CURRENT VICE MAYOR COUNCIL MEMBER CITY OF MOUNTAIN VIEW	No YES	8/15/16

C:\Users\sw\Documents\Rent Issues\November 8 2016 Argument Booklets\sigV.doc



CITY OF MOUNTAIN VIEW

ARGUMENT

Declaration by Author(s) or Proponent(s)
(Elections Code §9600)

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AUG 22 2016

CITY CLERK

"The undersigned author(s) of the:

- ☐ argument in favor of
- ☐ argument against
- ☒ rebuttal to the argument in favor of
- ☐ rebuttal to the argument against

Ballot measure V (letter to be assigned by the Santa Clara County Registrar of Voters on August 12th) at the Consolidated Municipal Election for the City of Mountain View to be held on November 8, 2016, hereby state that such argument is true and correct to the best of his knowledge and belief.
(his/her/their)

ARGUMENT/REBUTTAL FILED BY (check any of the following that apply):



City Council

Contact Person's **TYPED** Name: Pat Showalter

Contact Person's Signature: Pat Showalter

Title: Mayor, City of Mountain View

Phone: 650 526-8676

Fax: N/A

E-Mail: patshow4mv@gmail.com



Bona Fide Association of Citizens or Filers

Name of Association:

Principal Officer's **TYPED** Name:

Principal Officer's Signature:

Title:

Phone:

Fax:

E-Mail:



Individual voter who is eligible to vote on the measure

TYPED Name:

Signature of Voter:

Address Where You Live:

Phone:

Fax:


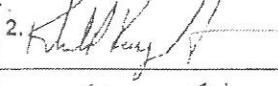
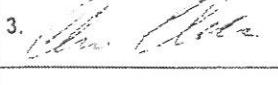
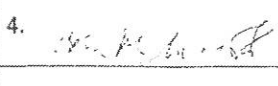
E-Mail:

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

- ☐ Argument in Favor of Measure _____
☐ Argument Against Measure _____
☒ Rebuttal to Argument in Favor of Measure ✓
☒ Rebuttal to Argument Against Measure ✓

The signatures of the following persons below will be printed as submitted following the argument or rebuttal.

SIGNATURE	TYPE NAME as it will appear in the Voter's Information Pamphlet	TYPE TITLE & NAME OF ASSOCIATION (IF APPLICABLE) as it will appear in the Voter's Information Pamphlet	ARE YOU SIGNING ON BEHALF OF AN ASSOCIATION? Yes or No. If no, and you are signing as an individual voter, please provide address of where you live.	DATE
1. 	Pat Showalter Female <u>X</u> Male	Mayor, City of Mountain View	Yes	8/21/16
2. 	Michael Kasperzak Female Male <u>X</u>	Former Mayor & City Council Member, City of Mountain View	Yes	8/22/16
3. 	Chris Clark Female Male <u>X</u>	Former Mayor & City Council Member, City of Mountain View	YES	8/21/16
4. 	John Inks Female Male <u>X</u>	Former Mayor & City Council Member, City of Mountain View	Yes	8/21/16
5.	Female ___ Male <u>X</u>		RECEIVED	

AUG 22 2016

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- 2 -

CITY CLERK

RECEIVED

AUG 22 2016

Rebuttal to Pro Argument for MEASURE V

CITY CLERK

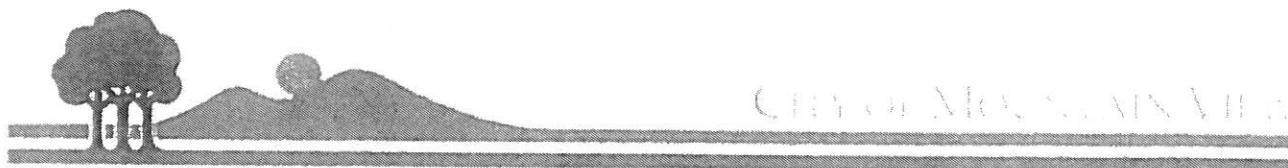
Measure V is NOT the best way to protect renters. Measure W is the better, smarter renter's initiative for Mountain View. It is an ORDINANCE instead of a CHARTER AMENDMENT, and includes language so it can be changed in the future (only after 2 years of implementation) if it isn't working as needed. That is smart.

Under State law, "rent control" provisions like binding arbitration are forbidden on units built after 1995. Those renters can be protected with mediation and non-binding arbitration. Measure V does not protect residents who live in newer buildings or residents who will live in buildings yet to be constructed. Measure W extends as many of the protections allowed under State law to all of Mountain View's renters. That is smart.

Landlords can pass on costs associated with getting a "reasonable rate of return". In Measure V, only costs required to keep up with the building code can be passed on to renters which discourages owners from maintaining their buildings well, much less upgrading them. In Measure W, the arbitrator considers the "history of capital improvements and verifies expenses" which encourages maintaining attractive buildings. That is smart.

The unelected *Committee* set up by Measure V works like an independent agency without City Council or City Manager oversight. The *Committee* makes its own rules, sets its budget and the fee for each apartment to cover the Measure V's implementation without City Council oversight. That is NOT smart.

Vote for Measure W. It's the smarter renters initiative.



ARGUMENT

Declaration by Author(s) or Proponent(s) (Elections Code §9600)

"The undersigned author(s) of the:

- ☐ argument in favor of
- ☐ argument against
- ☐ rebuttal to the argument in favor of
- ☒ rebuttal to the argument against

RECEIVED

AUG 22 2016

CITY CLERK

Ballot measure V (letter to be assigned by the Santa Clara County Registrar of Voters on August 12th) at the Consolidated Municipal Election for the City of Mountain View to be held on November 8, 2016, hereby state that such argument is true and correct to the best of his knowledge and belief.
(his/her/their)

ARGUMENT/REBUTTAL FILED BY (check any of the following that apply):

- ☐ **City Council**
Contact Person's **TYPED** Name: _____
Contact Person's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
- ☒ **Bona Fide Association of Citizens or Filers**
Name of Association: Mountain View Tenants Coalition
Principal Officer's **TYPED** Name: Steve Chandler
Principal Officer's Signature: _____
Title: Treasurer
Phone: 650 422-4004 Fax: _____
E-Mail: steve.kapka@gmail.com
- ☐ **Individual voter who is eligible to vote on the measure**
TYPED Name: _____
Signature of Voter: _____
Address Where You Live: _____
Phone: _____ Fax: _____
E-Mail: _____

AUTHORIZATION FOR ANOTHER PERSON OR PERSONS TO SIGN REBUTTAL ARGUMENT

The author of an argument may sign the rebuttal argument or may authorize in writing any other person(s) to author/sign the rebuttal argument. Below is a sample of written authorization that is required when the author of the argument does not sign the rebuttal argument, but instead has/have another person(s) sign in their place. All required signatures must be original signatures.

RECEIVED

As the signer on the Argument

- ☒ in favor
☐ against

Aug 22 2016

CITY CLERK

Measure V (letter to be assigned by the Santa Clara County Registrar of Voters on August 12th) at the Municipal Election for the City of Mountain View to be held of November 8, 2016, authorize the following person(s) to sign the rebuttal argument in my place:

(One or more people who signed the argument may be replaced with different people to sign the rebuttal)

1. Bob Moran Female ☒ Male to sign instead of Monique Kane
(TYPE name of rebuttal signer) (TYPE name of argument signer)
2. Michael R. Fischetti Female ☒ Male to sign instead of Ayinde Rudolph
(TYPE name of rebuttal signer) (TYPE name of argument signer)
3. _____ Female ☐ Male to sign instead of _____
(TYPE name of rebuttal signer) (TYPE name of argument signer)
4. Daniel DeBolt Female ☒ Male to sign instead of Evan Ortiz Ortiz
(TYPE name of rebuttal signer) (TYPE name of argument signer)
5. Meghan Fraley Female ☒ Male to sign instead of Michael Love
(TYPE name of rebuttal signer) (TYPE name of argument signer)

Signature of Filer: _____

Date: 8-22-16

Attach this form to the 2-page "Signature Statement" submitted with the rebuttal argument.

C:\Users\wwong\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\YQNL7JJF\November 8 2016 Argument Booklet 08-12-16.doc

Authorized by original signatory Lenny Segal

dated: 8/22/16

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

- ☐ Argument in Favor of Measure _____
☐ Argument Against Measure _____
☐ Rebuttal to Argument in Favor of Measure _____
☒ Rebuttal to Argument Against Measure V

RECEIVED

AUG 22 2016

CITY CLERK

The signatures of the following persons below will be printed as submitted following the argument or rebuttal.

SIGNATURE	TYPE NAME as it will appear in the Voter's Information Pamphlet	TYPE TITLE & NAME OF ASSOCIATION (IF APPLICABLE) as it will appear in the Voter's Information Pamphlet	ARE YOU SIGNING ON BEHALF OF AN ASSOCIATION? Yes or No. If no, and you are signing as an individual voter, please provide address of where you live.	DATE
1. <i>Fr Bob Moran</i>	Father Bob Moran Female ___ Male <u>x</u>	Retired Priest, St. Joseph's Catholic Church, Mountain View	506 Cribari Vale, San Jose, CA <i>N/D</i> 95135	8/20/16
2.	Female ___ Male ___			
3.	Female ___ Male ___			
4.	Female ___ Male ___			
5.	Female ___ Male ___			

/Users/stavehandler/Library/Containers/com.apple.mail/Data/Library/Mail Downloads/CD27EC9F-F034-449D-AE5B-ACFAA3C31E25/November 8 2016 Argument Booklet 08-12-16 (2).doc

SIGNATURE STATEMENT - PAGE 2

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- ☐ Argument in Favor of Measure _____
☐ Argument Against Measure _____
☐ Rebuttal to Argument in Favor of Measure _____
☒ Rebuttal to Argument Against Measure _V____

AUG 22 2016

CITY CLERK

The signatures of the following persons below will be printed as submitted following the argument or rebuttal.

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<i>Michael R. Fischetti</i>	Michael R. Fischetti M.D. Female ___ Male <u>x</u>	M.D. Santa Clara County Health Advisory Commission, Mountain View homeowner	No 580 VIEW STREET MOUNTAIN VIEW CA 94041	8/21/2016
2.	Female ___ Male ___			
3.	Female ___ Male ___			
4.	Female ___ Male ___			
5.	Female ___ Male ___			

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- 10 -

-36-

PETITION FOR WRIT OF MANDATE REGARDING MEASURE W

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE
SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:


- ☐ Argument in Favor of Measure _____
☐ Argument Against Measure _____
☐ Rebuttal to Argument in Favor of Measure _____
☒ Rebuttal to Argument Against Measure V

RECEIVED

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③ 	Lenny Siegel Male X	Homeowner, Mountain. View City Council Member	No. 269 Loreto Street Mountain View, CA 94041	8/21/16
2.	Female __ Male __			
3.	Female __ Male __			
4.	Female __ Male __			

Macintosh HD Users Lennysiegel Documents Lenny Desktop Silicon Valley CBMV Rent Control Lenny's signature for Rebuttal to the Argument Against Measure V.docx

- 1 -

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

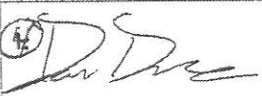
- ☐ Argument in Favor of Measure _____
☐ Argument Against Measure _____
☐ Rebuttal to Argument in Favor of Measure _____
☒ Rebuttal to Argument Against Measure V

RECEIVED

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	Daniel DeBolt Male X	Community organizer, former Mountain View Voice city government reporter	No 144 Centre Street Mountain View, CA 94041	8-22-16
2.	Female ___ Male ___			
3.	Female ___ Male ___			
4.	Female ___ Male ___			

C:\Users\Maria\Downloads\Daniel's signature page for Rebuttal to the Argument Against Measure V.docx

- 1 -

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

- ☐ Argument in Favor of Measure _____
☐ Argument Against Measure _____
☐ Rebuttal to Argument in Favor of Measure _____
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<div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">5</div>	Meghan Fraley PhD Meghan Fraley PhD Female <input checked="" type="checkbox"/> Male <input type="checkbox"/>	Clinical Director, Center for Community Health and Wellness	No 1600 VILVA ST APT 252 MOUNTAIN VIEW, CA 94041	8/22/16
2.	Female <input type="checkbox"/> Male <input type="checkbox"/>			
3.	Female <input type="checkbox"/> Male <input type="checkbox"/>			
4.	Female <input type="checkbox"/> Male <input type="checkbox"/>			
5.	Female <input type="checkbox"/> Male <input type="checkbox"/>			

Macintosh HD: Users: MeghanFraley Desktop November 8 2016 Argument Booklet 08-12-16 (4) (1) .doc

- 10 -

Rebuttal to Argument against measure V

The Mountain View Tenants Coalition collected signatures for Measure V **after** City Council members refused to enact rent stabilization. **After** Measure V qualified for the ballot, four Council members hastily created Measure W, on advice from landlord lobbyists.

Measure V was created by experts, based on best practices in 12 California cities with decades of experience with similar laws.

Measure V creates a Rental Housing Committee to administer and enforce the law, comprised of a majority uninvolved in the landlord or real estate business. Measure W places key decisions in the hands of unknown arbitrators, including the power to approve rent increases above 5%.

Measure V provides predictable rent increases, typically 2 to 3% a year, and prevents landlords from evicting tenants just to raise rents higher. Measure W invites evictions for higher rents, threatening our families and community.

Measure V allows the Committee to protect mobile home residents. Measure W *explicitly excludes* mobile home residents.

Measure V offers **real, lasting** tenant protections that cannot be taken away by the City Council. Measure W could be repealed by an anti-rent control Council, *like today's council*, as early as 2018.

Opponents say Measure V might be subject to a lawsuit. So might Measure W. And the likeliest to sue are the same landlords who raised rents **80%** in the last seven years, forcing out teachers, nurses, and long-time residents. Since 2015, the Mountain View Whisman School District lost over 100 teachers. Skyrocketing rents are largely to blame. Anxiety about losing your home makes teaching, and learning, difficult.

Vote YES on Measure V for REAL protection from unnecessarily destructive rent hikes and evictions.

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AUG 22 2016

CITY CLERK

**EXHIBIT 2 - BALLOT MATERIALS
POSTED BY CITY CLERK RE: MEASURE W**

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Impartial Analysis for Measure W

CITY CLERK

This measure is an ordinance that would limit the amount a landlord could increase rent for certain residential units in the City of Mountain View, and enact related regulations.

The City does not currently regulate the amount of rent a landlord may charge. The City does have an ordinance requiring a landlord and tenant go to mediation and, in some cases; nonbinding arbitration when there are disputes ("Current Ordinance").

Under the Current Ordinance, rental disputes include rent increases in excess of 7.2% within a 12-month period, service reductions, notices to vacate, maintenance and repairs, security deposits and a tenant's early termination of a lease. Rental properties with three or more rental units in a single structure are subject to the Current Ordinance. All disputes are subject to conciliation and mandatory mediation. Disputes related to rent increases in excess of 7.2% and service reductions are also subject to mandatory but nonbinding arbitration. The arbitrator's decision is advisory.

This measure would amend the Current Ordinance to regulate rents for rental units with a certificate of occupancy prior to February 1, 1995. Under this measure, if a landlord wants to increase rents by more than 5% of the base rent in a 12-month period or reduce services, then the landlord and tenant could be required to go and the arbitrator's decision would be binding on the parties.

The Current Ordinance specifies the factors an arbitrator may consider when hearing a rent increase dispute. The proposed ordinance clarifies this provision by allowing an arbitrator to consider the landlord's debt service costs, but only to the extent those costs are related to capital improvements to the rental property.

A landlord may "bank" rent increases. This means that if a landlord does not raise the rent as much as legally permitted in a particular year, the landlord can accumulate the rent increase and impose it the next year, provided it does not exceed 8%.

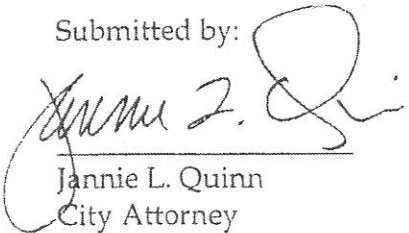
In addition, in those rental units covered by the measure, a landlord could only terminate a tenancy for just cause, which would include failure to pay rent; breach of lease; nuisance; criminal activity; failure to grant reasonable access; necessary repairs; owner move-in; withdrawal of the unit from the rental market; and demolition. However, if a landlord complies with the City's Tenant Relocation Assistance Ordinance, just cause would not be required for a landlord to terminate a tenancy.

If adopted, the City Council could not change the substantive provisions of the ordinance for at least two years. Substantive provisions include those addressing the binding arbitration requirement, just cause for eviction protections, base rent and rent increase. After two years, the Council could make substantive changes to the ordinance if approved by at least five of the seven Council members.

This measure was placed on the ballot by the City Council.

The above statement is an impartial analysis of Measure W. If you desire a copy of the ordinance, please call the City Clerk's Office at 650-903-6304 and a copy will be mailed at no cost to you. Copies are also available in the City Clerk's Office and on the City's website at: www.mountainview.gov.

Submitted by:



Jannie L. Quinn
City Attorney
City of Mountain View

August 22, 2016



CITY OF MOUNTAIN VIEW

ARGUMENT

Declaration by Author(s) or Proponent(s)
(Elections Code §9600)

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CITY CLERK

"The undersigned author(s) of the:

- ☒ argument in favor of
- ☐ argument against
- ☐ rebuttal to the argument in favor of
- ☐ rebuttal to the argument against

Ballot measure W (letter to be assigned by the Santa Clara County Registrar of Voters on August 12th) at the Consolidated Municipal Election for the City of Mountain View to be held on November 8, 2016, hereby state that such argument is true and correct to the best of _____ her _____ knowledge and belief.
(his/her/their)

ARGUMENT/REBUTTAL FILED BY (check any of the following that apply):

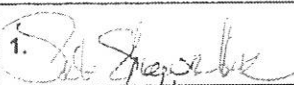

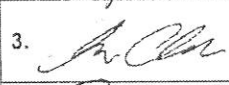
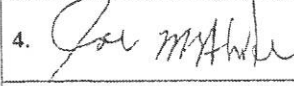

- ☒ **City Council**
Contact Person's TYPED Name: Pat Showalter
Contact Person's Signature: [Signature]
Title: Mayor
Phone: 650 526-8676 Fax: NA
E-Mail: patshow4mv@gmail.com
- ☐ **Bona Fide Association of Citizens or Filers**
Name of Association: _____
Principal Officer's TYPED Name: _____
Principal Officer's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
- ☐ **Individual voter who is eligible to vote on the measure**
TYPED Name: _____
Signature of Voter: _____
Address Where You Live: _____
Phone: _____ Fax: _____
E-Mail: _____

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

- ☒ Argument in Favor of Measure W
☐ Argument Against Measure _____
☐ Rebuttal to Argument in Favor of Measure _____
☐ Rebuttal to Argument Against Measure _____

The signatures of the following persons below will be printed as submitted following the argument or rebuttal.

SIGNATURE	TYPE NAME as it will appear in the Voter's Information Pamphlet	TYPE TITLE & NAME OF ASSOCIATION (IF APPLICABLE) as it will appear in the Voter's Information Pamphlet	ARE YOU SIGNING ON BEHALF OF AN ASSOCIATION? Yes or No. If no, and you are signing as an individual voter, please provide address of where you live.	DATE
1. 	Pat Showalter Female <input checked="" type="checkbox"/> Male _____	Mayor City of Mountain View	Yes	8/14/16
2. 	Michael Kasperzak Female _____ Male <input checked="" type="checkbox"/>	Former Mayor & City Council Member City of Mountain View	Yes	8/14/16
3. 	Chris Clark Female _____ Male <input checked="" type="checkbox"/>	Former Mayor & City Council Member City of Mountain View	Yes	8/14/16
4. 	John McAlister Female _____ Male <input checked="" type="checkbox"/>	Former Mayor & City Council Member City of Mountain View	Yes	8/14/16
5. 	Oscar Garcia Female _____ Male <input checked="" type="checkbox"/>	Resident City of Mountain View	No	

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AUG 15 2016

CITY CLERK

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- 9 -

Mountain View's housing affordability crisis threatens our city's diversity. The Council recognizes the long-term solution is to increase the supply of housing and is working diligently to do so, but solutions are needed to bridge the gap until that supply comes online. This November, there are two ballot measures aimed at stabilizing rents. We believe Measure W is the best choice.

Measure W enacts strong renter protections, including many of those in Measure V. The most important difference is that *Measure W protects against unintended consequences* by allowing a supermajority of the City Council the flexibility to make changes after 2 years if circumstances warrant.

Measure V goes too far by amending the city's constitution and requiring citywide elections to make even minor changes. Its inflexibility greatly increases the risk of unintended consequences. We feel Measure W offers a better, less risky approach.

The budget for implementing Measure W would be approved and monitored by the City Council. By contrast, Measure V would be implemented by an unelected board with an unlimited budget and the authority to impose fees on property owners.

Measure W limits rent increases, offers just-cause eviction protection, was drafted and reviewed by Mountain View's City Attorney, and is modeled after a successful program in Los Gatos. It's based on extensive feedback from tenant advocates, property owners, policy experts, and the broader community. Measure W is a solution that will work, we can afford, and most importantly, can be changed if it doesn't meet our expectations.

We all want to address the affordability crisis that is tearing apart the fabric of our community, and Measure W is a strong, responsible solution that can evolve to meet our community's needs. If you believe Mountain View should do more for renters, vote:

YES on Measure W, and NO on Measure V

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AUG 15 2016

CITY CLERK



CITY OF MOUNTAIN VIEW

ARGUMENT

Declaration by Author(s) or Proponent(s) (Elections Code §9600)

"The undersigned author(s) of the:

- ☐ argument in favor of
- ☒ argument against
- ☐ rebuttal to the argument in favor of
- ☐ rebuttal to the argument against

Ballot measure W (letter to be assigned by the Santa Clara County Registrar of Voters on August 12th) at the Consolidated Municipal Election for the City of Mountain View to be held on November 8, 2016, hereby state that such argument is true and correct to the best of his knowledge and belief.
(his/her/their)

ARGUMENT/REBUTTAL FILED BY (check any of the following that apply):

- ☐ **City Council**
Contact Person's **TYPED** Name: _____
Contact Person's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
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AUG 15 2016
- ☐ **Bona Fide Association of Citizens or Filers**
Name of Association: _____
Principal Officer's **TYPED** Name: _____
Principal Officer's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
CITY CLERK
- ☒ **Individual voter who is eligible to vote on the measure**
TYPED Name: Gary Wesley
Signature of Voter: [Signature]
Address Where You Live: 7707 Continental Circle 929, Mountain View, CA 94040
Phone: 408-882-5070 Fax: _____
E-Mail: gary.wesley@yahoo.com

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

- ☐ Argument in Favor of Measure _____
☒ Argument Against Measure _____
☐ Rebuttal to Argument in Favor of Measure _____
☐ Rebuttal to Argument Against Measure _____

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1. <i>[Signature]</i>	GARY WESLEY Female ___ Male <u>X</u>	Long-term resident	No	8-15-16
2.	Female ___ Male ___			
3.	Female ___ Male ___			
4.	Female ___ Male ___			
5.	Female ___ Male ___			

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- 10 -

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CITY CLERK

With every member of the Mountain View City Council (except Lenny Siegel) having been endorsed as a candidate by a landlord-advocacy group, it was no surprise that residential tenants faced with steep rent increases received no significant help from the City Council.

So, starting in April, residents launched an initiative petition (signature) drive and qualified for the November ballot a proposed rent control-just cause eviction law (to become part of the city charter).

In response, the landlord-endorsed City Council majority devised this rent increase "arbitration" ordinance and placed it on the November ballot as a competing measure.

The effect of this additional measure could be to split the votes in support of holding down some residential rents and cause the defeat of the initiative. Some have called the maneuver a "DIRTY TRICK."

Indeed, there is a legal issue about whether the City Council even had the authority to place this proposed ordinance on the city ballot. If not legally authorized, passage of this measure would NOT result in its enactment into law.

If you believe that some restrictions should be placed on raising rents for some existing residential tenants, you should consider voting for the other (initiative) measure on the Mountain View ballot.

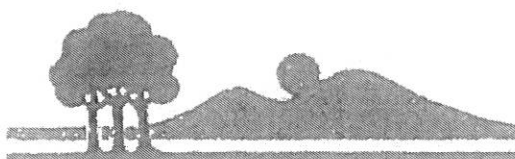
EVICTIONS INVITED. The landlord-endorsed City Councilmembers who placed this competing measure on the ballot failed to even outlaw an easy way around even its modest restriction on increasing rents on existing tenants (in covered units) : simply evict tenants instead of raising their rent! At most, a landlord might have to provide some "relocation assistance."

YOU MAY VOTE FOR BOTH CITY BALLOT MEASURES. But no one should be tricked into voting against the initiative in hope that this competing measure might become law and actually help anyone stay in Mountain View.

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CITY CLERK



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AUG 18 2016

CITY OF MOUNTAIN VIEW

CITY CLERK

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(Elections Code §9600)

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☐ argument against
☒ rebuttal to the argument in favor of
☐ rebuttal to the argument against

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(his/her/their)

ARGUMENT/REBUTTAL FILED BY (check any of the following that apply):

- ☐ **City Council**
Contact Person's **TYPED** Name: _____
Contact Person's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
- ☐ **Bona Fide Association of Citizens or Filers**
Name of Association: _____
Principal Officer's **TYPED** Name: _____
Principal Officer's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
- ☒ **Individual voter who is eligible to vote on the measure**
TYPED Name: Gary Wesley
Signature of Voter: [Signature]
Address Where You Live: 707 Continental Circle 424, Mountain View, CA 94040
Phone: 408-882-5070 Fax: _____
E-Mail: gary.wesley@yahoo.com

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AUG 18 2016

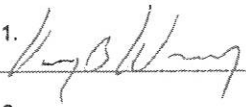
CITY CLERK

SIGNATURE STATEMENT - PAGE 2

CHECK ONE OF THE FOLLOWING & NOTE THAT THE LETTER OF MEASURE WILL BE ASSIGNED BY THE SANTA CLARA COUNTY REGISTRAR OF VOTERS ON AUGUST 12th:

- ☐ Argument in Favor of Measure _____
☐ Argument Against Measure _____
☒ Rebuttal to Argument in Favor of Measure W
☐ Rebuttal to Argument Against Measure _____

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1. 	Gary Wesley Female <u>Male</u>	Long-term Resident/ Attorney		8-16-16
2.	Female ___ Male ___			
3.	Female ___ Male ___			
4.	Female ___ Male ___			
5.	Female ___ Male ___			

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- 10 -

Under state law (*California Civil Code Section 1954.50, et seq.*), a residential landlord generally may charge a new tenant whatever (initial) rent the market will bear. In the context of local rent control, this state mandate is sometimes called “*vacancy decontrol*.”

The state law assures landlords the opportunity to increase their overall rental income greatly as vacancies occur - even when there is local rent control. At the same time, “*vacancy decontrol*” provides landlords (in rent control cities) with the incentive to end existing tenancies and get new tenants at market rates.

A local rent control law that does NOT outlaw simply ending tenancies instead of raising rents will NOT help tenants..

The 4 landlord-endorsed City Councilmembers who placed this competing measure on the ballot (McAlister, Clark, Showalter and Kasperzak) first agreed that affected tenants should only be evicted for “*just cause*” but then created a **GIANT LOOPHOLE** in the law they are proposing.

Under Measure W, landlords could end tenancies without any *just cause* as long as those tenants are given some “*relocation expenses*” - the amount of which may be re-set by vote of the (mostly landlord-endorsed) City Council!

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AUG 18 2016

CITY CLERK



CITY OF MOUNTAIN VIEW

ARGUMENT

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(Elections Code §9600)

"The undersigned author(s) of the:

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- ☐ argument against
- ☐ rebuttal to the argument in favor of
- ☒ rebuttal to the argument against

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AUG 22 2016

CITY CLERK

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(his/her/their)

ARGUMENT/REBUTTAL FILED BY (check any of the following that apply):



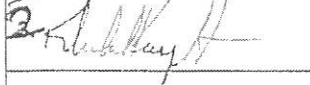

- ☒ **City Council**
Contact Person's TYPED Name: Patricia Showalter
Contact Person's Signature: [Signature]
Title: Mayor of Mountain View
Phone: 650 526-8676 Fax: N/A
E-Mail: patshow4MV@gmail.com
- ☐ **Bona Fide Association of Citizens or Filers**
Name of Association: _____
Principal Officer's TYPED Name: _____
Principal Officer's Signature: _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
- ☐ **Individual voter who is eligible to vote on the measure**
TYPED Name: _____
Signature of Voter: _____
Address Where You Live: _____
Phone: _____ Fax: _____
E-Mail: _____

SIGNATURE STATEMENT - PAGE 2

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☐ Argument Against Measure _____
☒ Rebuttal to Argument in Favor of Measure WV _____
☒ Rebuttal to Argument Against Measure W _____

The signatures of the following persons below will be printed as submitted following the argument or rebuttal.

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1. 	Pat Showalter Female <input type="checkbox"/> Male <input type="checkbox"/>	Mayor, City of Mountain View	Yes	8/22/16
3. 	Chris Clark Female <input type="checkbox"/> Male <input checked="" type="checkbox"/>	City Council Member Former Mayor	Yes	8/22/16
2. 	Michael Kasperzak Female <input type="checkbox"/> Male <input checked="" type="checkbox"/>	City Council Member Former Mayor	Yes	8/22/16
4. 	John Inks Female <input type="checkbox"/> Male <input checked="" type="checkbox"/>	City Council Member Former Mayor	Yes	
5.	Female <input type="checkbox"/> Male <input type="checkbox"/>		RECEIVED AUG 22 2016 CITY CLERK	

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Rebuttal to Gary Wesley's Argument

Measure W's lone opponent suggests there is "a legal issue" about whether the City Council can place an ordinance on the ballot. It is clearly legal for the City Council to put Measure W on the ballot. The following official legal guidance was provided to the City Council after a member of the public raised a question:

Per the Mountain View City Charter, Mountain View follows the Elections Code for the State of California. Elections Code Section 9200 authorizes any incorporated city to enact an ordinance in accordance with the Elections Code and Section 9222 of the Elections Code specifically authorizes the legislative body of a city which is the Mountain View City Council to submit the enactment of an ordinance to the voters.

Measure W's opponent also suggested it fails to protect tenants from being evicted simply to raise rents. In fact, Measure W explicitly addresses this issue by including Just-Cause-Eviction provisions based on and very similar to those in Measure V. Measure W prohibits evicting someone without a good reason like failure to pay rent or criminal behavior and contains anti-retaliation protection. The City Council even went a step further than Measure V by adding a financial disincentive for evicting someone for the sole purpose of raising the rent by requiring the payment of significant relocation assistance.

Measure W is the smarter renters' initiative.

Vote for Measure W.

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AUG 22 2016

CITY CLERK

**EXHIBIT 3 - TEXT OF BALLOT MEASURE W
POSTED BY CITY CLERK**

CITY OF MOUNTAIN VIEW
RESOLUTION NO. 18089
SERIES 2016

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW CALLING A GENERAL MUNICIPAL ELECTION AND ORDERING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION FOR THE PURPOSE OF SUBMITTING A BALLOT MEASURE REGARDING RENT REGULATION, DISPUTE RESOLUTION, AND JUST-CAUSE EVICTION TO THE VOTERS, AND AUTHORIZING THE CITY CLERK TO CONTRACT WITH THE COUNTY OF SANTA CLARA FOR SERVICES TO BE PERFORMED IN CONNECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, AND RELATED ACTIONS

WHEREAS, the City Council of the City of Mountain View adopted a Resolution and Order of the City Council of the City of Mountain View Calling a General Municipal Election to be held on Tuesday November 8, 2016, and Related Actions, for the Purpose of Electing Four (4) Members of the City Council; and

WHEREAS, the City Council of the City of Mountain View adopted a Resolution Requesting the Board of Supervisors to Authorize the Registrar of Voters to Contract for Election Services and Authorizing the City Clerk to Contract with the County of Santa Clara Pertaining to Services to Be Performed by the County in Connection with the General Municipal Election to be held on Tuesday, November 8, 2016; and

WHEREAS, the City Council also wishes to submit an ordinance to regulate rents, resolve rental housing disputes, and to prohibit the eviction of tenants unless just cause is shown ("Ordinance") to the voters at the November 8, 2016 election; and

WHEREAS, it is necessary to establish the schedule and procedures for filing the arguments and rebuttals with regard to the Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain View as follows:

Section 1. Proposed Measure. The City Council of the City of Mountain View hereby submits to the registered qualified electors of the City of Mountain View for their adoption or rejection in the General Municipal Election be held in the City of Mountain View on Tuesday, November 8, 2016, the following proposal to amend the Mountain View City Code.

Proposed Ballot Measure

Shall a RENT STABILIZATION ORDINANCE be adopted requiring a tenant-landlord dispute resolution program and binding arbitration for rent increase disputes exceeding 5% of base rent per 12-month period and service reductions for most multifamily rental units with a certificate of occupancy before February 1, 1993; prohibiting eviction of tenants without just cause or relocation assistance; prohibiting substantive changes for two years, and requiring a super majority City Council vote for substantive changes thereafter?	YES	NO
--	-----	----

Section 2. Submission of Text. The City Council does hereby submit the text of the Ordinance attached hereto as Exhibit A.

Section 3. Consolidation with Statewide Election. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Santa Clara is hereby requested to order the General Municipal Election to be held on Tuesday, November 8, 2016, and to consolidate the election with the Statewide General Election. The consolidated election will be held and conducted in the manner prescribed by Elections Code Section 10418.

Section 4. Additional Actions. The Board of Supervisors of the County of Santa Clara is further requested to order the County Registrar of Voters to: (1) prepare the City's election materials and take all other necessary actions for the holding of the consolidated election; and (2) provide vote-by-mail ballot to voters for said election for use of the qualified electors of the City of Mountain View who are entitled thereto, in the manner provided by law.

The Board of Supervisors of the County of Santa Clara is hereby further authorized and requested to canvass or cause to be canvassed, as provided by law, returns of the election and to certify such canvass of the votes cast for the City Council of the City of Mountain View.

Section 5. Text of Proposed Measure. The full text of the measure shall not be printed in Voter Information Pamphlet. The full text of the measure is available by calling the City Clerk's Office at 650-903-6304 and requesting a copy be mailed at no cost, is available on the City of Mountain View's website, and is available for review at the City Clerk's Office, located at 500 Castro Street, Third Floor, Mountain View.

Section 6. Passage Requirement. The measure requires a majority vote threshold for passage.

Section 7. Reimbursement. The City of Mountain View recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for such costs.

Section 8. Schedule. Upon the advice of the City Clerk and in accordance with Elections Code Section 9286, the City Council sets the following schedule for the Ballot Measure Argument Deadlines:

Argument:	August 15, 2016
End of 10-Day Public Inspection:	August 25, 2016
Rebuttal:	August 22, 2016
Impartial Analysis (City Attorney):	August 22, 2016
End of 10-Day Public Inspection:	September 1, 2016

Section 9. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

The foregoing Resolution was regularly introduced and adopted at a Regular Meeting of the City Council of the City of Mountain View, duly held on the 9th day of August 2016, by the following vote:

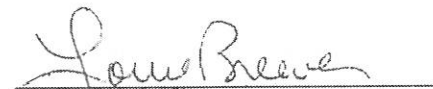
AYES: Councilmembers Clark, Kasperzak, McAlister, and
Mayor Showalter

NOES: Councilmembers Inks and Siegel

ABSENT: Vice Mayor Rosenberg

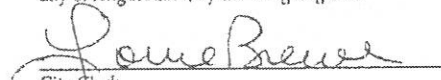
ATTEST:

APPROVED:


LORRIE BREWER, MMC
CITY CLERK


PATRICIA SHOWALTER
MAYOR

I do hereby certify that the foregoing resolution was passed and adopted by the City Council of the City of Mountain View at a Regular Meeting held on the 9th day of August 2016, by the foregoing vote.


City Clerk
City of Mountain View

JLQ/7/RESO
010-08-09-16r-E

Exhibit: A. Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 43 OF
THE MOUNTAIN VIEW CITY CODE RELATED TO RENT REGULATION,
DISPUTE RESOLUTION, AND JUST-CAUSE EVICTION

THE PEOPLE OF THE CITY OF MOUNTAIN VIEW DO ORDAIN AS FOLLOWS:

Section 1. Article II of Chapter 43 of the Mountain View City Code is hereby repealed in its entirety and a new Article II is added to Chapter 43 to read as follows:

"ARTICLE II.

Rent Regulation, Dispute Resolution and Just-Cause Eviction.

SEC. 43.20. Purpose.

There is currently a growing shortage of residential rental units and a low vacancy rate due to an increasing demand for housing within the City of Mountain View. Due to this imbalance, rents have increased rapidly, resulting in an economic hardship to many tenants residing in the community. In order to protect the health, safety and welfare of the citizens of Mountain View, the council desires to protect such tenants from unreasonable rent increases while promoting and assuring a fair and reasonable return to property owners, and maintaining a safe, habitable and stable housing environment. Property owners are encouraged to limit rent increases to fair and reasonable amounts and provide greater than the required minimum advance notice of increases. It is in the best interest of the city to regulate rents, assist tenants and property owners in resolving disputes and prohibit eviction other than for just cause.

SEC. 43.21. Definitions.

For the purpose of this article, the following terms are defined as set forth in this section:

- a. "Administrator" means the person or entity responsible for implementing this article or regulations adopted pursuant to this article.
- b. "Arbitration" means a hearing conducted according to generally accepted rules for arbitrating disputes in Santa Clara County, unless otherwise specified in regulations adopted pursuant to this article.
- c. "Arbitrator" means a person who possesses experience in serving as an Arbitrator or hearing officer pursuant to one of the mandatory dispute resolution ordinances related to rental housing in the region and who has completed an orientation and training session for this ordinance.
- d. "Base Rent" means the amount of Rent required to be paid by the Tenant to the Landlord as follows:
 1. Tenancies commencing on or before July 15, 2016. The Base Rent for tenancies that commenced on or before July 15, 2016 shall be the Rent in effect on July 15, 2016.
 2. Tenancies commencing after July 15, 2016. The Base Rent for tenancies that commenced after July 15, 2016 shall be the initial rental rate charged upon initial occupancy, provided that amount is not a violation of this Article or any provision of

state law. The term "initial rental rate" means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy.

e. "Conciliation" means a confidential telephone call or other contacts by the Administrator or a Mediator with a Landlord and Tenant for the purpose of resolving a Rental Housing Dispute.

f. "Day" means a calendar day.

g. "Landlord" means a person or entity exercising effective control over the terms and conditions of the tenancy of a Rental Unit, including a person with such control delegated through a durable power of attorney or an owner, lessor or sublessor, or the agent, representative or successor of any of the foregoing persons who receives, or is entitled to receive, Rent for the use and occupancy of any Rental Unit or portion thereof and is authorized to resolve any Rental Housing Disputes, including an owner, lessor or sublessor, or property manager.

h. "Lease" means an agreement, written or oral, implied in fact, or implied in law, in which a Landlord, for compensation, conveys the right to occupy a Rental Unit to the exclusion of others for a period of time or from period to period.

i. "Mediation" means a meeting in which Landlord and Tenant have the opportunity to communicate with a Mediator to resolve a Rental Housing Dispute with confidential and neutral communications, within the meaning of the applicable provisions of the California Evidence Code.

j. "Mediator" means a person who possesses experience in mediating Landlord/Tenant cases in general and who has mediation experience with at least one (1) of the mandatory dispute resolution programs in the region, and who has completed an orientation and training session on this ordinance.

k. "Party" and "Parties" mean Landlord and Tenant collectively and individually.

l. "Primary Residence" means the occupant's usual place of return. To classify a unit as an occupant's Primary Residence does not require that the occupant be physically present in the unit at all times or continuously, but does require that the unit be the occupant's usual place of return. Factors that are indicative of Primary Residence include, but are not limited to:

1. The occupant carries on basic living activities at the subject premises for extended periods;
2. The subject premises are listed with public agencies, including, but not limited to, federal, state and local taxing authorities, as the occupant's primary residence;
3. Utility Charges and other charges and fees associated with usage of the structure are billed to and paid by the occupant at the subject premises;
4. The occupant does not file for a homeowner's tax exemption for any different property;
5. The occupant is not registered to vote at any other location; and
6. Ownership is held in the name of the occupant claiming Primary Residence and not held by a limited liability corporation or other corporate or business entity structure.

m. "Property" means a parcel or lot upon which the Rental Unit is located.

n. "Rent" means the consideration, including any bonus, benefit or gratuity demanded or received by a Landlord for or in connection with the use or occupancy of a Rental Unit.

o. "Rent Increase" means any additional Rent demanded of or paid by a Tenant for a Rental Unit, including any Service Reduction without a corresponding reduction in Rent.

p. "Rental Housing Dispute" means a fact-based grievance raised by any Tenant or Landlord regarding the occupancy or use of a Rental Unit limited to Rent Increases in excess of the amounts in Sec. 43.24 (b) or (c), security deposits, thirty (30) day and sixty (60) day notices to vacate for those Rental Units that received a Certificate of Occupancy after February 1, 1995, maintenance and repairs, and Service Reductions, or Tenant's termination of a Lease prior to the end of the Lease term.

q. "Rental Unit" means a dwelling unit (as defined in Mountain View City Code Section 36.60.11) in the City of Mountain View provided three (3) or more dwelling units exist in a single structure and are being used as residential rental housing.

r. "Service Reduction" means a reduction in the level of benefits, privileges or facilities related to the Rental Unit that have been reduced without a corresponding reduction in Rent and includes, but is not limited to, repairs, maintenance, painting, light, heat, water, elevator service, laundry facilities and privileges, refuse removal, furnishings, parking and other rights afforded to Tenant as set forth in a Lease for the Rental Unit.

s. "Tenant" means a person or persons entitled by a Lease to occupy a Rental Unit to the exclusion of others.

t. "Tenancy" includes the lawful occupation of a Rental Unit and includes a Lease or Sublease.

u. "Voluntary Vacancy" includes a voluntary choice by a Tenant to vacate a Rental Unit, eviction by a court of a Tenant for material violation of the Lease and a Tenant's departure from a Rental Unit pursuant to a three (3) day notice from the Landlord to pay Rent/comply with a Lease covenant or vacate the Rental Unit.

v. "Written Notice to Cease" means a written notice provided by a Landlord that gives a Tenant an opportunity to cure an alleged violation or problem prior to service of a notice to terminate tenancy. Any Written Notice to Cease must:

1. Provide the Tenant a reasonable period to cure the alleged violation or problem;

2. Inform the Tenant that failure to cure may result in the initiation of eviction proceedings;

3. Inform the Tenant of the right to request a reasonable accommodation;

4. Inform the Tenant of the contact number for the Administrator; and

5. Include sufficient details about the conduct underlying the Written Notice to Cease that allow a reasonable person to comply.

SEC. 43.22. Rental Housing Dispute Resolution Program.

a. **Applicability.** Each Tenant and each Landlord shall have the opportunity to utilize the Rental Housing Dispute Resolution Program. The Rental Housing Dispute Resolution Program includes three (3) Dispute Resolution phases: Conciliation, Mediation and Arbitration. All Rental Housing Disputes are subject to Conciliation and mandatory participation in Mediation. Rental Housing Disputes involving Rent Increases in excess of the amounts in Sec. 43.24 (b) or (c) and Service Reductions may also be subject to mandatory participation in Arbitration. For those Rental Units receiving a certificate of occupancy prior to February 1, 1995, the Arbitrator's decision regarding a Rent Increase or Service Reduction shall be final and binding on the parties unless judicial review is sought in accordance with state law. For those Rental Units receiving a certificate of occupancy after February 1, 1995, the Arbitrator's decision regarding a Rent Increase or Service Reduction shall be advisory to the parties and shall not be binding.

b. **Exemption.** The following Rental Units are exempt from the Rental Housing Dispute Resolution Program and all other provisions of this Article:

1. Dwelling units exempted from Rent control pursuant to the Costa-Hawkins Rental Housing Act (California Civil Code Sec. 1954.50, *et seq.*), including, but not limited to, any Rental Unit issued a certificate of occupancy after February 1, 1995;

2. Dwelling units which are alienable separate from title to any other dwelling unit (for example, single-family homes and condominiums) or are a subdivided interest in a subdivision, as specified in Business and Professions Code Sec. 11004.5 (b), (d) or (f);

3. Housing accommodations in any hospital, skilled nursing, health or care facility, extended-care facility, asylum, nonprofit home for the aged or rented by a medical institution which is then subleased to a patient or patient's family;

4. Dwelling units controlled or regulated by any government agency or authority and intended to be used for a public purpose;

5. Rooms or accommodations in hotels, motels, boarding or lodging houses which are rented to a transient as defined in Mountain View City Code Section 33.1(d) for a period of less than thirty (30) consecutive days;

6. Dwelling units occupied by a Landlord; or

7. Mobile home space rentals.

8. Duplexes.

c. With the exception of disputes regarding security deposits, a Tenant may not participate in the Rental Housing Dispute Resolution Program unless he or she is a current Tenant of the Rental Unit.

d. Any Tenant or Landlord may initiate the Rental Housing Dispute Resolution Program by filing a written request for resolution of a Rental Housing Dispute within twenty-one (21) days of learning the facts giving rise to the dispute. The request must be filed with the Administrator, and must provide enough factual information to outline the basic issue or issues being raised within the definition of a Rental Housing Dispute.

e. Within seven (7) days of receiving a written request for dispute resolution from a party, the Administrator will notify both Tenant and Landlord in writing that a

case has been opened and will provide a copy of the request to the other party. The Administrator will initiate Conciliation and complete the Conciliation process within seven (7) days from the date the Administrator notifies the Parties a case has been opened.

f. If Conciliation does not resolve the dispute within the Conciliation time limit, and one of the Parties requests Mediation within the Conciliation time period described above, the Administrator will send a notice to both Parties setting a Mediation date within fourteen (14) days of the notice. The Administrator shall have the authority to combine different disputes or different parties in the interest of efficiently addressing the disputes, provided that any Party may, for reasons of confidentiality or otherwise, opt out of a combined Mediation involving more than one (1) Tenant or Landlord by notifying the Administrator.

g. No Party shall be obligated to reach any specific agreement, or to reach any agreement at all, as a result of participating in Conciliation or Mediation. If an agreement is reached during Mediation, the Mediator or the Parties will prepare a written agreement.

h. If Mediation does not resolve the dispute, either Party may request Arbitration in writing within seven (7) days after the Mediation is completed. Arbitration shall be held within twenty-one (21) days after receipt of the request for Arbitration by the Administrator. Any such agreement shall be confidential and will not be enforceable or used for any other purpose outside the Rental Housing Dispute Resolution Program, unless the Parties agree the document can be disclosed or otherwise used in other proceedings.

i. After the Rental Housing Dispute Resolution Program is initiated, any subsequent timeline may be extended by mutual consent of the Parties and the Administrator, or the Arbitrator may continue the Arbitration upon good cause shown in a written request from either Party.

j. Failure of a Landlord to appear and participate in good faith in any of the dispute resolution phases in the Rental Housing Dispute Resolution Program for a dispute involving Rent Increases in excess of the amounts in Sec. 43.24 (b) or (c) shall void the notice of Rent Increase for all purposes. Failure of the Tenant to appear and participate in any step of the Rental Housing Dispute Resolution Program shall terminate the process for the affected Tenant and if the dispute involves a Rent Increase, the Rent Increase is no longer subject to the Rental Housing Dispute Resolution Program and shall be effective the date stated in the Notice of Rent Increase.

k. The Parties shall exchange copies of all evidence they intend to introduce at arbitration no later than seven (7) days prior to the date of the Arbitration. Any objection to evidence proposed to be introduced by a Party will be considered by the Arbitrator at the Arbitration hearing.

l. The determination of the Arbitrator shall be mailed to the Parties together with written findings of fact supporting the determination within seven (7) days of the hearing. The Arbitrator's decision shall not be confidential. For those Rental Units receiving a certificate of occupancy prior to February 1, 1995, the Arbitrator's decision shall be final and binding on the parties unless judicial review is sought in accordance with state law. For those Rental Units receiving a certificate of occupancy after February 1, 1995, the Arbitrator's decision shall be advisory to the parties and shall not be binding.

SEC. 43.23. Landlord's obligation to provide notice to Tenants.

a. In addition to any other notice required to be given by law, Landlord shall provide all Tenants with a notice stating the Rental Unit is subject to the City's Rental Housing Dispute Resolution Program and Right-to-Lease Ordinance as provided in this article and that they can receive copies of these ordinances by contacting the city. Landlord shall provide these notices to prospective and/or affected Tenants upon Leasing a Rental Unit, renewing the Lease of a Rental Unit and with any other notice the Landlord is required by law to provide Tenants. Prior to any Rent Increase, every Landlord shall provide their Tenants a notice of Rent Increase as prescribed in this section. This same language shall be included in a clearly visible location on any lease or other rental agreement.

b. Every Landlord of a Rental Unit shall provide a Rent Increase notice as prescribed in this section before demanding or accepting any Rent Increase. All Rent Increase notices shall be in writing, shall show the name, address and phone number of all responsible parties, including the person or entity with authority to respond to a Rental Housing Dispute, and shall be personally delivered to the Tenant(s) or service by mail to the Tenant(s) at the address of the Tenant's (s') Rental Unit by first-class mail, postage prepaid. Service by mail shall be presumed complete within five (5) days of mailing. This presumption may be rebutted by the Tenant(s).

c. In addition to all other information provided in a notice, each notice shall substantially state in bold type:

NOTICE: Article II of Chapter 43 of the Mountain View City Code establishes a Dispute Resolution Program for rental housing disputes, regulates rents, and prohibits eviction other than for just cause. Rental housing disputes involving rent increases greater than 5%, security deposits, 30-day and 60-day notices to vacate, maintenance and repairs, service reductions, and disputes regarding a Tenant's termination of the lease prior to the end of the lease term are subject to conciliation and mediation. Disputes regarding Rent Increases greater than 5% and Service Reductions may also be subject to binding arbitration. To use the program and secure additional information about the City ordinance, you must contact Administrator [insert name and phone number] within 21 calendar days following receipt of a notice of rent increase or learning the facts giving rise to a dispute regarding a rent increase greater than 5%, a security deposit, 30-day and 60-day notices to vacate, maintenance and repairs, or service reductions or disputes regarding a Tenant's termination of the lease prior to the end of the lease term. Further information regarding this ordinance is available on the City of Mountain View's website.

d. No Rent Increase shall be valid for any purpose whatsoever without substantial compliance with this section and any Rent Increase accomplished in violation of this section shall be void. However, a Landlord may cure a violation by serving the Tenant with a notice that complies with this section. No Landlord may take any action to enforce such an invalid Rent Increase.

e. Any Rent increase in violation of this section shall operate as a complete defense to an unlawful detainer action based on failure to pay any invalid Rent Increase. Any Tenant required to pay an invalid Rent Increase may recover all invalid Rent Increase amounts, actually paid by the Tenant, in a civil action.

f. It is the intent of this article that all Landlords are encouraged to provide at least ninety (90) calendar day notice of any Rent Increase in order to allow for orderly

operation of the Rental Housing Dispute Resolution Program. At a minimum, all Rent Increases shall meet the notice requirements of state law.

SEC. 43.24. Rent Increases.

a. Rent Increases for Rental Units shall be limited to two (2) increases in any consecutive twelve (12) month period unless otherwise agreed by the Parties in writing.

b. Rent Increases in any twelve (12) month period exceeding five percent (5%) of Base Rent shall be subject to the Rental Housing Dispute Resolution Program; except as provided in (c) below.

c. If a Landlord has not raised the Rent for a Rental Unit for more than twelve (12) months prior to the latest increase and if the last increase was more than twenty-four (24) months prior to the current increase, Rent Increases greater than eight percent (8%) shall be subject to this Rental Housing Dispute Resolution Program.

d. Landlord bears the burden of proving a Rent Increase in excess of the amounts in Section 43.24 (b) or (c) above.

e. This provision does not apply to the first Rent Increase following a Voluntary Vacancy.

SEC. 43.25. Payment of rent increase during Rental Housing Dispute Resolution Program.

a. Every Tenant shall pay the existing Base Rent as it becomes due.

b. In the event the dispute remains in the Rental Housing Dispute Resolution Program past the notice period specified in the valid notice of Rent Increase, each affected Tenant shall pay the Landlord the Base Rent and the Rent Increase up to the Threshold in order to continue in the program. Landlord shall provide Tenant with a receipt acknowledging delivery of the Rent.

SEC. 43.26. Factors determining reasonableness of Rent Increases.

The purpose of this article is to permit Landlords a fair and reasonable return on the value of their property, while at the same time protecting Tenants from arbitrary, capricious or unreasonable Rent Increases. If a Rent Increase dispute proceeds to Arbitration, the determination of reasonableness of any portion of the Rent Increase in excess of the amounts in Sec. 43.24 (b) or (c) shall be made with reference to the following standards, unless Arbitrator determines the overall standard of reasonableness requires other standards to be applied in a given case to ensure the above-stated purpose is being met:

a. Past history of Rent Increases for the same Rental Unit, including timing and amounts;

b. Market rental rates for similar Rental Units in Mountain View;

c. History of capital improvements, maintenance and repairs, operation and maintenance costs for the Rental Unit, including verified expenses;

d. Any unanticipated increases in other categories of Landlord costs for the Rental Unit within the twelve (12) months prior to the notice of Rent Increase or verified expenses to be incurred in the twelve (12) months following the date of the Rent Increase notice;

e. Increases in Landlord costs due to necessary upgrades or verified significant renovations incurred within twelve (12) months prior to the date of the Rent Increase notice for the Rental Unit or projected increases within the twelve (12) months following the date of the Rent Increase notice;

f. Vacancies in the Rental Unit and whether a vacancy was a Voluntary Vacancy;

g. Service Reductions for the Rental Unit during the Tenant's occupancy of the Rental Unit;

h. Any serious health, safety, fire or building code violations as defined by Health and Safety Code § 17920.3;

i. The cost of debt servicing may be considered but only to the extent it is related to capital improvements.

The Arbitrator shall determine the amount of the allowable Rent Increase in excess of the amounts in Section 43.24 (b) or (c), if any, in accordance with the standards enumerated in this section. Any additional Rent owed or any Rent refund owed as a result of a final agreement or Arbitration award shall be due and payable seven (7) days after the service of said final Arbitration agreement or award.

SEC. 43.27. Burden of proof at Arbitration.

a. Landlord bears the burden of proving any Rent Increase in excess of the amounts in Section 43.24 (b) or (c) above is reasonable.

b. Tenant bears the burden of proving a Service Reduction. Tenant must prove the decrease in service was substantial and the Landlord had notice of the condition but failed to restore the service within a reasonable time after receiving notice of it. Violations of the Mountain View City Code regarding a Rental Unit must be considered. Upon finding a Service Reduction, an Arbitrator may reduce a Rent Increase, order a credit against Rent paid and/ or a reduction in future Rent based on the nature of the Service Reduction, the habitability and usability of the Rental Unit and the duration of the Service Reduction.

SEC. 43.28. Subpoenas.

An Arbitrator may, on his/her own initiative, or at the request of a Party, issue subpoenas, or require the production of documents by a Party, provided the Party requesting the subpoena makes a showing of good cause supporting such a request. For the purposes of this article, the city council's authority to issue subpoenas is delegated to the Arbitrator, reserving to the Council full authority to issue subpoenas for the same or other purposes.

SEC. 43.29. Property registration and fees.

a. A Landlord shall register each residential Rental Unit within the City of Mountain View. The registration shall be on forms provided by the city and shall include the name and mailing address of the owner or owners of the property, the person authorized to effectively resolve Rental Housing Disputes arising under this article as well as the name, address and telephone number of the Landlord, and the number of Rental Units at the address.

b. For the sole purpose of reimbursing the City of Mountain View for the reasonable costs of maintaining property registration records and related administrative

systems, and the implementation of this article, the Landlord of each Rental Unit shall pay a fee in an amount to be set by the City of Mountain View for each Rental Unit.

SEC. 43.30. Retaliation.

No Landlord shall increase Rent, cause a Service Reduction, cause a Tenant to involuntarily quit the Rental Unit, bring an action to receive possession or threaten to do any of such acts or take any other adverse action against a Tenant because of the Tenant's exercise of the Tenant's rights pursuant to this article.

SEC. 43.31. Enforcement.

- a. Violation of provisions of this article shall not constitute a crime.
- b. At any time, a Tenant may bring an action in the courts of the state alleging a violation by the Landlord of the provisions of this article or may seek a court order directing compliance with the provisions of this article.
- c. At any time, a Landlord may bring an action in the courts of the state alleging a violation by the Tenant of the provisions of this article or may seek a court order directing compliance with the provisions of this article.
- d. Any Rent increase in violation of this section shall operate as a complete defense to an unlawful detainer action based on failure to pay any invalid Rent Increase. Any Tenant required to pay an invalid Rent Increase may recover all invalid Rent Increase amounts, actually paid by the Tenant, in a civil action."

SEC. 43.32. Just cause for eviction protections.

a. No Landlord shall take action to terminate any tenancy, including, but not limited to, making a demand for possession of a Rental Unit, that received a certificate of occupancy prior to February 1, 1995, threatening to terminate a tenancy orally or in writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession, or be granted recovery of possession of a Rental Unit unless at least one (1) of the following conditions exists:

1. **Failure to pay Rent.** The Tenant has failed, after three (3) days' written notice as provided by law, to pay the amount stated in the notice, so long as the amount stated does not exceed the Rent to which the Landlord is legally entitled under the Lease, this Article, state and any other local law.

2. **Breach of Lease.** The Tenant has continued, after the Landlord has served the Tenant with Written Notice to Cease, to substantially violate any of the material terms of the Lease, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the Tenant; and provided further that, where such terms have been accepted by the Tenant or made part of the Lease subsequent to the initial creation of the tenancy, the Landlord shall have first notified the Tenant in writing that he or she need not accept such terms.

A. Notwithstanding any contrary provision in this Section, a Landlord shall not take any action to terminate a tenancy based on a Tenant's sublease of the Rental Unit if the following requirements are met:

- i. The Tenant continues to reside in the Rental Unit as his, her or their Primary Residence;

ii. The sublessee replaces one (1) or more departed Tenants under the Lease on a one-for-one basis; and

iii. The Landlord has unreasonably withheld the right to sublease following written request by the Tenant. If the Landlord fails to respond to the Tenant in writing within fourteen (14) days of receipt of the Tenant's written request, the Tenant's request shall be deemed approved by the Landlord. A Landlord's reasonable refusal of the Tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the Rent to the Landlord. A Landlord's reasonable refusal of the Tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a Rental Unit exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by Health & Safety Code Section 17922.

B. **Protections for families.** Notwithstanding any contrary provision in this Section, a Landlord shall not take any action to terminate a tenancy as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, brother, or sister, or the spouse or domestic partner (as defined in California Family Code Sec. 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code 17922. The Committee may promulgate regulations that will further protect families and promote stability for school-aged children.

3. **Nuisance.** The Tenant has continued, after the Landlord has served the Tenant with a Written Notice to Cease, to commit or expressly permit a nuisance in, causes substantial damage to the Rental Unit or property, or disturb another Tenant's quiet enjoyment of his or her Rental Unit.

4. **Criminal activity.** The Tenant has continued, after the Landlord has served the Tenant with a Written Notice to Cease, to be so disorderly as to destroy the peace, quiet, comfort or safety of the Landlord or other tenants at the Property. Such disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort or safety of the Landlord or other tenants at the Property.

5. **Failure to give access.** The Tenant has continued to refuse, after the Landlord has served the Tenant with a Written Notice to Cease and without good cause, to grant the Landlord reasonable access to the Rental Unit as required by state or local law.

6. **Necessary and substantial repairs requiring temporary vacancy.** The Landlord, after having obtained all necessary permits from the city, and having provided written notice to the Tenant pursuant to state law, seeks in good faith to undertake substantial repairs that are necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of tenants of the building, provided that:

A. The repairs necessitate that the Tenant vacate the Rental Unit because the work will render the Rental Unit uninhabitable for a period of not less than thirty (30) days;

B. The Landlord gives advance notice to the Tenant of the Tenant's right to elect between:

i. The right of first refusal to any comparable vacant Rental Unit owned by the Landlord at the same Rent, if such comparable vacant unit exists; or

ii. The first right of return to reoccupy the Rental Unit upon completion of the repairs at the same Rent charged to the Tenant before the Tenant temporarily vacated the Rental Unit.

7. **Owner move-in.** The Landlord seeks, after providing written notice to the Tenant pursuant to state law, to recover possession of the Rental Unit in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, domestic partner, children, parents or grandparents.

A. As used in this Subsection, "Landlord" shall only include a Landlord that is a natural person and has at least a fifty percent (50%) recorded ownership interest in the Property.

B. No eviction may take place under this Subsection if the same Landlord or enumerated relative already occupies a Rental Unit on the Property, or if a comparable vacancy already exists on the Property. At all times a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is disabled and another unit in Mountain View is necessary to accommodate the person's disability.

C. Any notice terminating tenancy pursuant to this Subsection shall contain the name, address and relationship to the Landlord of the person intended to occupy the Rental Unit.

D. The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within sixty (60) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least thirty-six (36) consecutive months.

E. If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within sixty (60) days after the Tenant vacates, the Landlord shall:

i. Offer the Rental Unit to the Tenant who vacated it at the same Rent in effect when the Tenant vacated; and

ii. Pay to said Tenant all reasonable expenses incurred in moving to and from the Rental Unit.

F. A Landlord may not evict a Tenant pursuant to this Subsection if the Tenant has resided in the Rental Unit for at least five (5) years and is certified as being terminally ill by the Tenant's treating physician. Notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption herein if the Landlord or enumerated relative who will occupy the Rental Unit also meets the criteria for this exemption and no other units are available.

8. **Withdrawal of the unit permanently from rental market.** The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire Property from the rental market.

9. **Demolition.** The Landlord, having obtained all necessary permits from the city, and having provided written notice to the Tenant pursuant to state law, seeks in good faith to recover possession of the Rental Unit to remove the Rental Unit permanently from rental housing use through demolition.

b. **Notice to specify basis for termination:** Any notice purporting to terminate tenancy on any of the bases specified in this Section must state with specificity the basis on which the Landlord seeks to terminate the tenancy.

c. Exemption. A Rental Unit shall be exempt from this Section 43.32 if the Landlord provides verification to the city of compliance with the tenant relocation assistance ordinance (MVCC § 36.38 *et. seq.*) for that Rental Unit and the city has reviewed and approved the verification.

SEC. 43.33. Amendment by the city council.

a. For a period of two (2) years from the effective date of this ordinance, this Article may only be amended by the city council without a vote of the people regarding the implementation thereof or to clarify a provision, in order to achieve the purposes of this article, but not with regard to lessening or altering the substantive requirements of the article (such as the binding Arbitration requirement, Just Cause for Eviction Protections, Base Rent or Rent Increase).

b. The city council may promulgate regulations for the administration, implementation and enforcement of this Article.

c. After the date that is two (2) years from the effective date of this ordinance, this article may be amended or repealed by five (5) votes of the city council without a vote of the people."

Section 2. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15183 (Action Consistent with General Plan and Zoning); Section 15378 (No Project); and Section 15061(b)(3) (No Significant Environmental Impact).

Section 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and, to this end, the provisions of this ordinance are severable.

Section 4. Effective Date. This ordinance shall go into effect ten (10) days after the date is declared by the City Council that a majority of the voters voting on the ordinance voted in its favor.

JLQ/KB/7/ORD
010-08-09-160-E

